REMARKS

Claims 1, 9, 13-16, 20-24, and 26 are pending in the present application. Claims 13, 16, 20, 21, 23, 24 and 26 have been amended. The paragraph numbering in the Office Action has been adopted in these Remarks.

Rejections under 35 U.S.C. § 102

Claims 20-23

1. Claims 20-23 have been rejected under 35 U.S.C. § 102(e) as being anticipated by a typical Web browser banner ad, as exemplified in U.S. Patent No. 6,016,504 to Arnold et al. ("Arnold").

The Office Action states that a typical web banner ad is a program object with limited functionality that is downloaded for use in a browser host application. If a user clicks on the banner ad, a request is sent to the server computer requesting the full home page corresponding to the banner ad. In this latter transmission, the *entire* full home page is downloaded by the user's client computer.

In contrast, the present invention is a system for requesting and receiving only the *missing* functional components - that is, only those functional components of the full functionality object that do not already exist in the limited functionality object. To yield a full functionality object in the present invention, the client computer integrates the functional components requested and received from the server computer in steps (c) and (d) of claim 20 with the limited functionality object referenced in steps (a) and (b). The *entire* full

functionality object need not be downloaded by the user's client computer.

Again, this is in direct contrast with the typical Web browser ad example, and Arnold, where the downloaded full home page *is not integrated* with the already existing banner ad, *but rather replaces the banner ad.* At most, the downloaded full home page can be said to integrate with the browser host application. This does not disclose step (e) of the amended claim 20.

Moreover, the present invention's specification defines an object, of which a limited functionality object and full functionality object are types, as including:

> a combination of computer data and/or logic *that encapsulates or simulates the realization and/or functionality of a real or imaginary object.*

See page 32, line 7 of the present invention's specification. For example, the program code and data corresponding to a virtual car can be an "object" for the purposes of the present invention, because it simulates a real-life car. Equally, the program code and data corresponding to the steering wheel of that virtual car can be an "object", because it simulates a real-life steering wheel. A web page and a web banner ad, on the other hand, do not purport to simulate anything. They may include program code (such as JavaScript), and data, but they do not teach or suggest the invention of claim 20.

These same distinctions apply equally to the simple html hyperlink example cited in the Office Action at page 4.

Further in regard to claim 21, the Office Action states at page 4 that the typical web banner ad, as exemplified by Arnold, teaches that the full functional object is unique, in that there is only one homepage linked to the banner ad. With respect, this statement ignores the fact that the same homepage may be downloaded by, and simultaneously exist on, many different client computers. Although there may be only one homepage on the server computer, there are multiple identical homepages stored (albeit temporarily) on every client computer that accesses the homepage. According to claim 21, unlike the homepage example cited by the Office Action, the full functionality program object may only be created once. It may not be created again, for instance, for use by a different user on a different client computer.

By way of a non-limiting example, and as explained on page 17, line 29 of the specification of the present invention, a full functionality car may have the unique number plate of "ABC-123". As is the case for unique and unusual number plates in reality, it is uniqueness that may give these virtual objects their value. In the embodiment of claim 21, no other user may have a full functionality instance of this car. Other users on other client computers may be able to view this car as it is driven down the virtual highway by its owner in a multi-player game. The host applications of these other users may have a limited functionality instance of this car (so that their users may see the car and be "taunted" by it), but they cannot have a full functionality instance of it (and therefore cannot, for example, manipulate the car). This is the "uniqueness" referred to in claim 21.

In regard to claim 22, the Office Action states that in the typical banner ad situation, as exemplified by Arnold, the user may provide identifying and payment data to the server

computer. As explained above in respect of claim 20, on which claim 22 depends, Arnold teaches the downloading of the entire web page that corresponds to the banner ad. Arnold does not teach the downloading of only the *missing* parts of a homepage. Arnold does not, therefore, disclose all the elements of claim 22.

In regard to claim 23, the Office Action states at page 4 that the full home page may be transmitted to a second client computer. This is correct as far as it goes, but the transmission the Examiner refers to is the transmission of the home page to the second client computer *from the web server*. This is different to claim 23, where the full functionality object is transmitted to a second client computer *from the first client computer*. Nowhere does Arnold teach or suggest that a homepage may be transmitted *between* client computers, nor is this common in the art. Certainly, the Examiner has not adduced any evidence of this.

Rejection under 35 U.S.C. § 103

Claim 1

2. Claim 1 is rejected as being unpatentable over U.S. Patent No. 6,668,375 to Leovac ("Leovac"), in view of U.S. Patent No. 6,282,711 to Halpern et al. ("Halpern").

Leovac teaches a method in which a user is provided software on an installation medium, such as a CD. The user may initially be allowed to use only a subset of software options that are available on the installation medium. Upon request by the user, additional options existing on the installation medium may be unlocked with a key sent to the user. Note that in Leovac, the key and not the additional program parts are sent to the user. See

col. 3, lines 37-38 of Leovac, and page 6 of the Office Action. Thus, the system taught by Leovac is a method of unlocking additional program parts from a collection of program parts already held on the user's client computer. In sharp contrast, claim 1 of the present invention is for a method of downloading (not unlocking) the additional program parts to the user's client computer. This is made clear in step (h) of claim 1.

In claim 1, the set of program parts required to create the full functionality object cannot be unlocked by a key because the limited functionality object does not include these additional program parts. In claim 1, these additional program parts are downloaded and added to, not unlocked from within, the limited functionality object.

The difficulties posed by the prior art is that putting the additional program parts in the hands of users before they request and pay for those additional parts, as required by Leovac: (1) exposes the software provider to the very real risk that the unlocking process will be "hacked"; and (2) results in unnecessary bandwidth and storage consumption in the likely event that the user does not request every additional program part. Both of these problems, which Leovac leaves unanswered, are resolved in the invention of claim 1 by downloading to the client computer additional program parts only as the users request (and pay if that is required) for those additional parts.

Halpern also leaves unanswered the first of these problems. In Halpern, an installation package is developed and sent to the user's computer from the server computer. The installation package includes only those software components and data that are required by the user. Unlike claim 1, Halpern does not contemplate that the user's wants may change

subsequent to the initial delivery of the software components. As a result, Halpern does not consider how additional program parts might be securely released to the user. Halpern is therefore of no real relevance to claim 1. Halpern does not consider how to guard against the unlocking process being "hacked" because there are no additional parts in Halpern to be unlocked.

Moreover, there is no express or implied reference in Halpern to step (c) of claim 1 of the present invention. In addition to the user-driven customization, claim 1 in step (c) refers to a customization according to a rule-set to which the user has no input. This is described in the specification of the present invention on page 17, line 10:

> In addition to the user, the server software 4 can also customize an object. Object templates can contain a rule-set listing the customizations the server software 4 may make before sending the object to the AES client 18.

No such server-driven customization may be found in Halpern. The text quoted from Halpern in the Office Action in support of the disclosure by Halpern of step(c) of claim 1 of the present invention begins:

> ...*in response to the user's selections*, the options manager 104 delivers an installation and/or options specification to an installer set generator. [emphasis added]

This is clearly not a server-driven customization process, as is required by step (c) of claim 1.

Accordingly, and with respect, neither Leovac, or Halpern, when read alone or in combination, teach or suggest the invention of claim 1.

Claim 9

3. The Office Action states that Claim 9 is rejected as being unpatentable over U.S. Patent No. 6,389,541 to Patterson ("Patterson"), in view of U.S. Patent No. 6,029,182 to Nehab et al. ("Nehab").

Patterson, in view of Nehab, discloses a method by which users download digital content, such as text, video and music, to their client computers. The digital content is inaccessible until the user is authorized, normally after payment, to use the digital content. At this point, the digital content is unlocked by a token sent to the client computer from a server computer.

The Office Action states at page 8 that step (d) of claim 9, in which the object is integrated into the host application, is disclosed in col. 9, lines 26-28 of Patterson. With respect, this is incorrect. Col. 9, lines 26-28 of Patterson teaches the storage of a "solicitation form 100 ... as part of the object".

The solicitation form 100 of Patterson is not an "object" within the scope of claim 9. As set out on page 32, line 7 of the present invention's specification, "object" is defined as including:

> a combination of computer data and/or logic *that encapsulates or simulates the realization and/or functionality of a real or imaginary object.*

Patterson's solicitation form 100 does not simulate a real or imaginary object. It is a

form. It does not pretend or purport to be something other than a form.

Nehab discloses a system for customizing newspapers according to a "personal-news-profile" (column 3, lines 21-24). There is no suggestion in Nehab that the customized newspapers will be unique as the object is in claim 9. A newspaper customized for one reader might be different from the newspaper customized for another reader, but it does not follow that no customized newspaper will be the same as another customized newspaper. Two readers might have the same "personal-news-profile", for example. In this instance, the newspaper customized to each of their same needs would presumably be the same.

Claims 13-16 and 24

4. Claims 13-16, and 24, are rejected under 35 USC § 103(a) as being unpatentable over Leovac, in view of Halpern, and further in view of U.S. Patent No. 5,907,617 to Ronning ("Ronning").

The Examiner states at page 10 that the only additional limitation added by claim 13 to claim 1 is that the user cannot control the limited functionality object but can control the full functionality object, as disclosed in steps (d) and (h) of claim 13.

In respect of the other steps of claim 13 (which the Examiner states to be disclosed in claim 1), the comments made above regarding the Examiner's reasoning in respect of claim 1 are repeated here.

In respect of the limitation said by the Examiner to be added by claim 13, the

Examiner relies on what is said to be a well-known feature of software upgrading systems. This feature, according to the Examiner, enables the distribution of "trial" software versions with portions that cannot be controlled by a user, and the subsequent upgrading of that trial version to a fully functional version. See page 11 of the Office Action.

With respect, this feature is different to the additional feature disclosed by steps (d) and (h) of claim 13. In the example given by the Examiner, the users may control those portions of the trial software that are made available to them. The Examiner concedes this. By referring to "software with portions that cannot be controlled by a user", the Examiner distinguishes those portions of the software that cannot be controlled from those portions that can be. This is in contrast to the limited functionality object disclosed in step (d), which cannot be controlled by the user.

In rejecting claim 13, the Examiner relies in the alternative on Ronning. Ronning, states the Examiner, discloses a system by which trial software may be upgraded to fully functional software. However, like Leovac, Ronning is directed to a system in which the trial software is upgraded to fully functional software by "*unlocking* the particular software program" [emphasis added]. See, for example, claim 13 of Ronning. By comparison, in the invention of claim 13, the limited functionality object is upgraded to a full functionality object by *downloading* the required additional computer code, not merely a key. In Ronning, like in Leovac, the complete program code base exists on the client computer prior to the upgrade, and a key is downloaded to release it. In the present invention, the additional program code that represents the difference between the limited and full functionality object is only placed onto the client computer upon upgrade.

These remarks equally apply to the Examiner's rejection of claims 14, 15 and 16 (which depend on claim 13), and to claim 24 (which the Examiner rejected on the same basis as claim 13).

Further in respect of claim 16, the Examiner states that Halpern discloses at col. 5, lines 49-55 the customization of a program uniquely according to the user's preferences. With respect, neither in this passage of Halpern, nor elsewhere in Halpern, is this disclosed. In the passage at col. 5, lines 49-55, Halpern uses the word "customized", not "unique". This is sensible, because, in Halpern, there is no reason to suppose that a user's preferences will be unique to that user. Users share common computer platforms and business needs, and there is no basis in Halpern to conclude that the resultant program file set will be unique and not be created more than once. "Customized" is not a synonym for "unique". Admittedly, the word "unique" is used in Halpern's abstract and summary, but it is used loosely. In the detailed description of the invention, and in the claims, where more precision is called for, Halpern has no reference to "unique".

Claim 26

5. Claim 26 is rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,134,593 to Alexander et al. ("Alexander"), in view of Halpern.

Like Leovac, and like Ronning, Alexander teaches a system of unlocking additional software modules upon receipt of a token. In Alexander, as in Ronning, the token used to unlock the software is a password (in Leovac, the token is a described as a key). By way of

example, module 210*a* of Alexander may be a demonstration module with limited functionality that is accessible to the user upon installation, but module 210*b* may be a full functionality module that is only available after payment of a fee, receipt of a password and the unlocking of that module.

In contrast, in claim 26 of the present invention, the additional functionality provided by the full functionality program object is not secured with a token, key or password. Rather, it is secured against misuse by withholding from the client computer the functional components relating to that additional functionality until requested, and if required, paid for. Another important difference between Alexander and the present invention is that Alexander's full commercial module 210*b* substitutes for, rather than adds to and integrates with, Alexander's demonstration module 210*a*. In comparison, the invention of claim 26 teaches that when the user requests a full functionality object, the functional components relating to the additional functionality offered by the full functionality program object is downloaded from the server computer. These additional functional components are added to and integrated with the existing limited functionality program object, thereby creating the full functionality program object requested by the user.

Conclusion

In view of the above, reconsideration and withdrawal of the rejection of the claims under 35 U.S.C. § 102 and 35 U.S.C. § 103 is respectfully requested.

The Office is hereby authorized to charge any fees determined to be necessary under 37 C.F.R. § 1.16 or § 1.17 or credit any overpayment to Kenyon & Kenyon **Deposit Account No. 11-0600**.

The Examiner is invited to contact the undersigned at (202) 220-4255 to discuss any matter concerning this application.

Respectfully submitted,

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